

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re: Melvin Geiger  
Debtor

Chapter 13  
Bankruptcy No. 23-10608-amc

Lakeview Loan Servicing, LLC, or its Successor or  
Assignee

Movant

vs.

Kenneth E. West, Trustee  
Melvin Geiger

Respondents

**SETTLEMENT STIPULATION**

WHEREAS, on March 2, 2023, Melvin Geiger (the "Debtor") filed a Petition under Chapter 13 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Pennsylvania;

WHEREAS, on June 27, 2023, Lakeview Loan Servicing, LLC (Movant) filed a Motion for Relief from the Automatic Stay pursuant to 11 U.S.C. Section 362(a) (the "Motion") regarding property located at: 1113 Edmonds Avenue, Drexel Hill, Pennsylvania 19026;

WHEREAS, Movant and the Debtor are desirous of settling the dispute among and between themselves;

NOW THEREFORE, each in consideration of the promises of the other and intending to be legally bound, subject to the approval of the Bankruptcy Court, it is hereby agreed by and among counsel for Movant, by and through its attorneys, MARISA M. COHEN, ESQUIRE, and ANDREW M. LUBIN, ESQUIRE, and the Debtor, by and through his/her counsel, BRAD J. SADEK, Esquire ("Debtor's Counsel") as follows:

1. The parties hereby certify that the post-petition delinquency is \$10,834.84, consisting of post-petition payments for the months of April 1, 2023 through July 1, 2023. Debtor's monthly mortgage payment is \$2,708.71. Debtor is credited with funds in suspense in the amount of \$2,672.00 and Movant has incurred attorney fees and costs totaling \$838.00, thereby reducing the post-petition arrears to \$9,000.84.

2. Within thirty (30) days of the date of this Stipulation, the Debtor shall file an Amended Chapter 13 Plan to provide cure for the balance of the post-petition delinquency in the amount of

\$9,000.84 as referenced in Paragraph 1 of this Stipulation.

3. Upon filing of the Amended Chapter 13 Plan, Movant shall amend its Proof of Claim to include the balance of the post-petition delinquency in the amount of \$9,000.84 as referenced in Paragraph I of this Stipulation.

4. Debtor shall resume making regular monthly mortgage payments in the amount of \$2,708.71 beginning on August 1, 2023

5. All payments are to be made payable to Lakeview Loan Servicing, LLC at the following address: LoanCare, LLC, P.O. Box 8069, Virginia Beach, VA 23450.

6. The last four digits of your loan number 2759. Please remember to write your entire account number on the lower left-hand corner of your payment to ensure proper processing.

7. Should Debtor fail to comply with any of the terms of this Stipulation, including but not limited to, failure to file an Amended Chapter 13 Plan providing for cure of the post-petition delinquency, failure to make the above described payments, or any regular monthly mortgage payment commencing after the cure of the post-petition delinquency, then Movant may send Debtor and counsel a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel for Movant may file a Certification of Default with the Court. Said Certification of Default may include a certification of Debtor's failure to pay subsequent payments that fall due after the date of the notice of default. Upon Certification, the Court shall enter an Order granting relief from the automatic stay as to the mortgaged property.

8. In the event the Debtor converts his/her case to Chapter 11, the terms of this Stipulation shall remain in full force and effect. In the event that Debtor converts his/her case to a Chapter 7, Debtor shall cure all pre-petition and post-petition arrears within ten (10) days of the date of conversion. Failure to cure the arrears shall constitute an event of default under this Stipulation and Movant may send Notice of Default and certify default as set forth in the preceding paragraph.

9. Attorney fees and costs for issuing Notice to Cure, Notice / Certificate / Affidavit of Default, and order for relief are recoverable and may be added to the arrearage.

10. Counsel for Debtor has authority to settle this matter on behalf of his/her clients.



Marisa M. Cohen, Esquire  
Andrew M. Lubin, Esquire  
McCabe, Weisberg & Conway, LLC  
1420 Walnut Street  
Suite 1501  
Philadelphia, PA 19102

8/3/23  
Date



BRAD J. SADEK  
Sadek and Cooper  
1500 JFK Boulevard  
Suite 220  
Philadelphia, PA 19102

8/3/23  
Date

/s/ Jack Miller, Esquire for the Chapter 13 Trustee

Kenneth E. West  
Office of the Chapter 13 Standing Trustee  
1234 Market Street- Suite 1813  
Philadelphia, PA 19107

08/04/2023

Date

\*The standing Trustee has received a stipulation. I have no objection to its terms, without prejudice to any of our rights and remedies, you are authorized to affix my electronic signature - /s/- incorporating that conditional language.